

GREENVILLE CO. S.C.

1457 4

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

11 11 1979
LONNIE S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Mary S. Hicks

hereinafter referred to as Mortgagor) is well and truly indebted unto Community bank, Greenville, South Carolina

hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of Seven Thousand, Five Hundred and no/100ths

Dollars (\$ 7,500.00) due and payable

with interest thereon from February 5, 1979 at the rate of eight per centum per annum, to be paid according to the terms of said promissory note.

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns:

ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville and known and designated as Lot 53 of a subdivision known as "Vista Hills," plat of which is recorded in the RMC Office for Greenville County, South Carolina in Plat Book P, Page 149 and according to said plat has the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Kent Lane at the joint front corner of Lots 52 and 53 and running thence with the joint line of said lots N 88-10 E 175 feet to a point; running thence N 1-50 W 70 feet to a point at the joint rear corner of Lots 53 and 54; running thence with the joint line of said lots S 88-10 W 175 feet to a point on the eastern side of Kent Lane; running thence with the eastern side of said lane S 1-50 E 70 feet to an iron pin, point of beginning.

DERIVATION: This being the same property conveyed to Mary S. Hicks by deed of Larry L. Hicks as recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1061, Page 266, on July 21, 1977.

THIS Mortgage is second and junior in lien to the note and mortgage given to First Federal Savings and Loan Association as recorded in the RMC Office for Greenville County, South Carolina in Mortgage Book 1240, Page 314, on November 11, 1972.

641
642

102 00

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.
TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.
The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

4328 RV-2